

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

May 18, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

#37 MAY 18, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

AMENDMENT OF CONTRACTS FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AT ROAD MAINTENANCE DISTRICT 3 EAST AND ROAD MAINTENANCE DISTRICT 3 WEST (SUPERVISORIAL DISTRICTS 2, 3, AND 4) (3 VOTES)

SUBJECT

This action is to expand the areas for two contracts, the Landscape and Grounds Maintenance Services – Road Maintenance District 3 East contract to include the area at Alondra Avenue from Avalon Boulevard to Haskins Avenue; and the Road Maintenance District 3 West contract to include the areas at Slauson Avenue medians from La Cienega Boulevard to La Tijera Boulevard, and Slauson Avenue medians from Heatherdale Drive to east of Overhill Drive.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
- 3. Approve Amendment 3 to Contract No. 75974 with TruGreen LandCare, LLC, for Landscape and Grounds Maintenance Services at Road Maintenance District 3 East to expand the level of service commencing upon your Board's approval at an additional amount of \$3,974 for the current term; to increase the annual not to exceed amount from \$137,229 to \$141,203 for the current term; and an

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additional amount of \$6,210 for the subsequent optional renewal year to increase the annual not-to-exceed amount from \$137,229 to \$143,439, with a potential contract maximum sum of \$656,400.

- 4. Approve Amendment 2 to Contract No. 75975 with TruGreen LandCare, LLC, for Landscape and Grounds Maintenance Services at Road Maintenance District 3 West to expand the level of service commencing upon your Board's approval at a reduced amount of \$4,343 for the current term; to decrease the annual not to-exceed amount from \$207,217 to \$202,874; and a decreased amount of \$6,789 for the subsequent optional renewal year to decrease the annual not to exceed amount from \$207,217 to \$200,428, with a potential contract maximum sum of \$1,005,084.
- 5. Authorize the Director of Public Works or her designee to increase the annual contract amount up to an additional 10 percent of contracts' annual sums for unforeseen, additional work within the scope of the contracts, if required.
- 6. Authorize the Director of Public Works or her designee to execute the amendments; to approve and execute future amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to expand the landscape and grounds maintenance service area for Contract No. 75974 to include the areas at Alondra Avenue from Avalon Boulevard to Haskins Avenue and for Contract No. 75975 to include the areas at Slauson Avenue medians from La Cienega Boulevard to La Tijera Boulevard, Slauson Avenue medians from Heatherdale Drive to east of Overhill Drive.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

For Contract No. 75974, the not-to-exceed increased annual contract amount of \$3,974 (prorated for the remainder of the current contract year) for the current third option year of the contract term will increase the annual not-to-exceed amount from \$137,229 to \$141,203, commencing upon your Board's approval; and for the subsequent option year, the not-to-exceed annual contract amount will be increased by \$6,210 (\$517.50 per month), increasing the not-to-exceed annual amount from \$137,229 to \$143,439; plus 10 percent contingency for unforeseen, additional work within the scope of work of the contract, if required.

For Contract No. 75975, the not-to-exceed decreased annual contract amount of \$4,343 (prorated

The Honorable Board of Supervisors 5/18/2010 Page 3

for the remainder of the current contract year) for the current third option year of the contract term will decrease the annual not-to-exceed amount from \$207,217 to \$202,874, commencing upon your Board's approval; and for the subsequent option year, the not-to-exceed annual contract amount will be decreased by \$6,789 (\$565.75 per month), decreasing the not-to-exceed annual amount from \$207,217 to \$200,428; plus 10 percent contingency for unforeseen, additional work within the scope of work of the contract, if required.

Funding for the amended service is available in the Fiscal Year 2009-10 Road Fund Budget. Funding to finance the remaining contract term in Fiscal Year 2010-11, subsequent option year, and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment 3 to Contract No. 75974 for Landscape and Grounds Maintenance Services at Road Maintenance District 3 East, and Amendment 2 to Contract No. 75975 for Landscape and Grounds Maintenance Services at Road Maintenance District 3 West, which are substantially reflected in the enclosed form (Enclosures A and B), will continue the contracts' current terms, specifications, and conditions. Prior to the Director of Public Works or her designee executing these amendments, the contractor will sign and County Counsel will review them as to form.

On December 19, 2006, Agenda Item 59, your Board approved these contracts for an initial one-year period with four 1-year renewal options, for a total contract period of five years, commencing on January 8, 2007, to January 7, 2012, if all option years are exercised to TruGreen LandCare, LLC, located in Gardena, California. The contract is in its third option year with one more option year remaining.

On January 8, 2008, these contracts were amended to reflect the contractors' compliance with the increased Living Wage Program hourly rates for the current and subsequent option years of the contract. Under Amendment 1 for Contract No. 75974, the contractor's annual contract amount increased from \$97,300 to \$107,721 during the first option year of the contract. Under Amendment 1 for Contract No. 75975, the contractor's annual contract amount increased from \$187,348 to \$207,217 during the first option year of the contract.

On October 7, 2008, Contract No. 75974 was amended (Amendment 2) to expand the level of service to include the areas at Vermont Avenue from Ashbridge Lane to 223rd Street, and Avalon Boulevard from Alondra Boulevard to 380-feet north of Compton Boulevard. Under Amendment 2, the contractor's annual contract amount increased from \$107,721 to \$137,229 during the first option year of the contract. Upon your Board's approval of Amendment 3, this contract will be amended to increase the annual contract amount from \$137,229 to \$141,203 for the current term and \$137,229 to \$143,439 for the subsequent option year with a potential contract maximum sum of \$656,400.

Your Board's approval of Amendment 2 to Contract No. 75975 will result in a decrease in the contract's annual not-to-exceed amount for this third option year contract term and subsequent option year due to renovation of the existing medians. The existing medians were redesigned and reconstructed with new drought resistant plants which reduced landscaping services and newly installed irrigation systems which reduced labor hours under a County roadway improvement project in 2009. On contract 75975, the savings from the new efficiencies on existing medians are larger than the costs of adding the new medians. The cost of maintenance will be reduced and will decrease the annual not to exceed amount from \$207,217 to \$202,874 for the current term and

The Honorable Board of Supervisors 5/18/2010
Page 4

\$207,217 to \$200,428 for the subsequent option year with a potential contract maximum sum of \$1,005,084.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and confirmed that they comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to the contracts, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board on March 15, 2007, and confirm that they comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

The proposed work is categorically exempt from the California Environmental Quality Act (CEQA). The work is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301(h) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these amendments will continue the current contract services and expand the service areas.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Administrative Services.

The Honorable Board of Supervisors 5/18/2010 Page 5

Hail Farher

Respectfully submitted,

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance (w/o enc.)

AMENDMENT 3 TO CONTRACT NO. 75974

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – ROAD MAINTENANCE DISTRICT 3 EAST

THIS AMENDMENT, made and entered into this ____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRUGREEN LANDCARE, LLC, a general partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75974 was entered into between the COUNTY and the CONTRACTOR, on December 19, 2006, to provide landscape and grounds maintenance services for a period of one year with four 1-year renewal options commencing on January 8, 2007; and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code, Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the COUNTY Board of Supervisors approved increases in the County Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for an option year or otherwise amended after June 15, 2007; and

WHEREAS, starting January 28, 2008, the COUNTY and CONTRACTOR entered into Amendment 1 to provide for CONTRACTOR to pay its employees at least the newly approved Living Wage Program's hourly rates; and

WHEREAS, starting October 27, 2008, the COUNTY and CONTRACTOR entered into Amendment 2 to expand the service area to include the areas at Vermont Avenue from Ashbridge Lane to 223rd Street and Avalon Boulevard to 380 feet north of Compton Boulevard; and

WHEREAS, the COUNTY desires to extend the service area to include the areas at Alondra Avenue from Avalon Boulevard to Haskins Avenue.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75974 between them shall be amended as follows:

<u>FIRST</u>: The Contract is hereby amended to provide that the CONTRACTOR shall perform landscape and grounds maintenance services for the following additional extended service areas as reflected in Attachment A, commencing upon Board approval:

Alondra Avenue from Avalon Boulevard to Haskins Avenue.

SECOND: This Contract's not-to-exceed annual sum for the current term will increase from \$137,229 to \$141,203, an increase of \$3,974 (prorated for the remainder of the current contract year). For the subsequent option year, the not-to-exceed annual contract amount will be increased by \$6,210 (\$517.50 per month), increasing the not-to-exceed annual amount from \$137,229 to \$143,439 or such greater amount as the Board may approve (Maximum Contract Sum).

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the amended services to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in Form PW-2.1, as reflected in Attachment B.

<u>FOURTH</u>: This Contract's LW-8, Cost Methodology, is reflected in Attachment C for these extended service areas.

<u>FIFTH:</u> The following provision is incorporated into the Contract as Part II, Exhibit B, Section 10, Compliance with County's Defaulted Property Tax Reduction Program:

A. <u>Defaulted Property Tax Reduction Program</u>

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Attachment D).

B. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program</u>

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. <u>Termination for Breach of Warranty of Compliance with County's Defaulted Property</u> Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code, Chapter 2.206.

<u>SIXTH</u>: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

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// // // IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES
	By Director of Public Works
APPROVED AS TO FORM:	
ANDREA SHERIDAN ORDIN County Counsel	
By Deputy	TRUGREEN LANDCARE, LLC
	ByRegional Operations Manager
	Type or Print Name

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Landscape Median Contracts

Project Name: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - MD3 EAST

Maintenance District 3 Location and Limits	Description and Approximate	Area (SF)	Thomas Guide Reference
	Plants		734-E6
Alondra Bi - Avalon Bi to Haskins Av		9,420	
Avalon Bl - 380' n/o Compton Bl to Alondra Bl	Plants & Trees		734-E4,E5,E6
Avaion Br - 380 170 Compton Br to 740 na. a B.		12,880	
Central Av (WF) - El Segundo Bl to 121st St	Plants & Trees(25)		734-F1
Cellual AV (VVI) - El degulido Bi to 12 lot es		22,000	
Compton Blvd. at Redondo Beach Bl	Plants		734-E4
Compton Biva. at readings about 1.		1,460	
Crenshaw BI - 1190' s/o Rollings Hills Rd to 470' s/o	Plants & Trees(4)		793-E6
Rolling Hills Rd		14,820	
Imperial Highway - Van Ness Av to Normandie Av	Plants & Trees(31)		703-G6-J6
Imperial riighway		90,500	
Imperial Highway (NF) - Haas Av to Saint Andrews Pl	Plants & Trees(10)		703-H6
imperial right at (iii)		14,820	
Imperial Highway (SF) - Van Ness Av to Wilton Pl	Plants & Trees(22)		703-H6
		14,820	
Redondo Beach BI (SF) - Tarrant Av to 153rd St	Plants		734-E5
		1,100	
Vermont Av - 120th St to Imperial Hwy	Trees(10)		704-A6,A7
		55,500	
Vermont Av - Ashbridge Ln to 223rd St	Plants & Trees(19)	-0.040	794-B3 - 764-B7
1		22,640	
Vermont Av - El Segundo Bl to 120th St	Plants & Trees(45)	400.000	734-E1 - 704-E7
		106,000	
Vermont Av - Imperial Hwy to 88th St	Plants & Trees(160)	406.750	704-A3-A6
		186,750	
Vermont Av at Torrance Bi - Northeast and Southwest	Planters(4)	90	764-B5
corners		80	

FORM PW-2.2

EXHIBIT E-2 (ADD03)

SCHEDULE OF PRICES

FOR

MD-3 (EAST AREA) LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Contractor is herewith submitting the following prices for the performance of the work as described in these Specifications. The Contractor shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

ALONDRA BOULEVARD FROM AVALON BOULEVARD TO HASKINS AVENUE

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	0.5	12	\$ <u>15.00</u>	\$ <u>180.00</u>
2.	All Management and Supervision	0.5	0.5	12	\$ 15.00	\$ 180.00
3.	Mowing a. Warm Season April through				6 NA	
	November b. Cool Season December through March	NA	NA	<u>NA</u>	\$ <u>NA</u> \$ <u>NA</u>	\$ <u>NA</u> \$ <u>NA</u>
4.	Mechanical Edging	· · · · · · · · · · · · · · · · · · ·				
	a. Turf Areas	<u>NA</u>	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	NA	\$ <u>NA</u>	\$ <u>NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1.0	1.0	52	\$ <u>30-00</u>	\$ <u>1,560-00</u>
	b. Bare Areas	0.5	0.5	12	\$ 15-00	\$ 180.00
	c. Undeveloped Areas	NA	NA NA	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>

FORM PW-2.2

EXHIBIT E-2 (ADD03)

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	0.5	0.5	52	\$ 15.00	\$ 780.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	\$NA	\$ <u>NA</u>
	b. Planter Beds and Planters	0.5	0.5	12	\$_15.00	s <u>180-00</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Shrub Safety Clearance / Shrub Pruning	1.0	1-0	12	\$ <u>30-00</u>	\$ 360-00
	c. Hedge Shaping / Trimming	1.0	1.0	12	\$ <u>30.00</u>	\$ 360-0D
	d. Groundcover Thinning	1.0	1.0	12	\$30.00	\$ 360-00
	e. Turf Reseeding	<u>NA</u>	NA	<u>NA</u>	\$NA	\$ <u>NA</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	0.5	52	\$ 15.00	\$ <u>78000</u>
10.	Aerification	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	1	1.0	2	\$ <u>30.00</u>	\$ 60.00
12.	Turf and Plant Fertilization	1_	1.0	2	\$ 30.00	\$ 60.00

FORM PW-2.2

EXHIBIT E-2 (ADD03)

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways,					
	Stream Beds – with systematic herbicides	1.0	1.0	12	\$ <u>30,00</u>	\$ <u>360-00</u>
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers,					
	check for safety and security, more often if necessary b. Inspect,	0.5	0.5	12	\$ <u>22.50</u>	\$ <u>270.00</u>
	Operate, Control, and Make Adjustments, more often if necessary	0.5	<u>0.5</u>	12	\$ 22.50	\$ <u>270.00</u>

FORM PW-2.2

EXHIBIT E-2 (ADD03)

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued) c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary d. Manual Watering of Turf and Shrubs		0.5	12 	\$_ <u>22.50</u> \$_NA	\$ <u>270.00</u>

TOTAL ANNUAL COST - ALONDRA BL FROM AVALON BL TO	s 6,210,00
HASKINS AV	¥_ <u></u>

LEGAL NAME OF CONTRACTOR Tru Green Loudlage	, A General Partnersh	<u>م</u>
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL David Evans	5
TITLE OF AUTHORIZED PERSON OPERATIONS Manager		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
6/23/09 PROPOSER'S ADDRESS:	10 TOURSE NUMBER 774548	C27, C61/D49
	27.	247
(310) 354-1520	(310)323-4780	Dave_Evans @Landtale, com

COST METHODOLOGY FOR CONTRACT: MD3 EAST AREA MEDIANS - LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (ADD03)

CONTRACTOR: TRUGREEN LANDCARE

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\$ Total Annual Other Costs (5+6+7+8) \$ TOTAL ANNUAL PRICE \$ 6,2 //						(7) Gen	eral and	Adminis	strative Costs			120.	
\$ 6,21/						(8) Profi	ي.						
₩.									L	otal Annual Oth	ver Costs (5+6+7+8	s	
↔													
										101,	AL ANNUAL PRICE	↔	

* All employees shown must be FULL-TIME employees of the contractor, unless exemption to use Part-Time employees has been granted by the County.

Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements

has been granted by the County.

estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Contractor's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be This cost methodology is to show, in detail, how the Contractor arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; estimated annual payroli taxes; shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Contractor's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the

rubreen handrave

Form LW-8 CostMethodology E Add03

AMENDMENT 2 TO CONTRACT NO. 75975

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - ROAD MAINTENANCE DISTRICT 3 WEST

THIS AMENDMENT, made and entered into this _____ day of _______, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRUGREEN LANDCARE, LLC, a general partnership (hereinafter referred to as CONTRACTOR).

<u>WITNESSETH</u>

WHEREAS, Contract No. 75975 was entered into between the COUNTY and the CONTRACTOR, on December 19, 2006, to provide landscape and grounds maintenance services for a period of one year with four 1-year renewal options commencing on January 8, 2007; and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code, Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the COUNTY Board of Supervisors approved increases in the County Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for an option year or otherwise amended after June 15, 2007; and

WHEREAS, starting January 28, 2008, the COUNTY and CONTRACTOR entered into Amendment 1 to provide for CONTRACTOR to pay its employees at least the newly approved Living Wage Program's hourly rates; and

WHEREAS, the COUNTY desires to extend the service area to include the areas at Slauson Avenue medians from La Cienega Boulevard to La Tijera Boulevard and Slauson Avenue medians from Heatherdale Drive to east of Overhill Drive.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75975 between them shall be amended as follows:

<u>FIRST</u>: The Contract is hereby amended to provide that the CONTRACTOR shall perform landscape and grounds maintenance services for the following additional extended service areas as reflected in Attachment A, commencing upon Board approval:

- Slauson Avenue Medians from La Cienega Boulevard to La Tijera Boulevard.
- Slauson Avenue Medians from Heatherdale Drive to east of Overhill Drive.

SECOND: This Contract's not-to-exceed annual sum for the current term will decrease from \$207,217 to \$202,874 a decrease of \$4,343 (prorated for the remainder of the current contract year). For the subsequent option year, the not-to-exceed annual contract amount will be decreased by \$6,789 (\$565.75 per month), decreasing the not-to-exceed annual amount from \$207,217 to \$200,428 or such greater amount as the Board may approve (Maximum Contract Sum).

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the amended services to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in Form PW-2.1, Form PW-2.2, Form PW-2.3, Form PW-2.4, and Form PW-2.5, as reflected in Attachment B.

<u>FOURTH</u>: This Contract's LW-8, Cost Methodology, is reflected in Attachment C for these extended service areas.

<u>FIFTH:</u> The following provision is incorporated into the Contract as Part II, Exhibit B, Section 10, Compliance with County's Defaulted Property Tax Reduction Program:

A. <u>Defaulted Property Tax Reduction Program</u>

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Section 2.206 of the Los Angeles County Code (Attachment D).

B. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program</u>

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. <u>Termination for Breach of Warranty of Compliance with County's Defaulted Property</u> Tax Reduction <u>Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code, Chapter 2.206.

<u>SIXTH</u>: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

// // // // // // // // // // // // // // // // // // $/\!/$ // // // // // // // // // // // //

// // IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

	333M. 1 31 2337 M. 1 2 2 2 3 7 M. 1 2 2 2 2 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	By Director of Public Works
APPROVED AS TO FORM:	
ANDREA SHERIDAN ORDIN County Counsel	
By Deputy	TRUGREEN LANDCARE, LLC
	By Regional Operations Manager
	Type or Print Name

P:\aspub\CONTRACT\Eric\MEDIANS\MD3 WEST AMEND 2\MD3 West AMENDMENT 2.doc

MEDIAN LANDSCAPE MAINTENANCE MD3 - WEST (REV03)

LOCATION	<u>Limits</u>	<u>T.G.</u>	DESCRIPTION
Slauson Avenue ¹ (NF service panels)	Shenandoah Av to Corning Av	672 J6 - 673 A8	Paved Area = 8,550 SF Planted Area = 12,250 SF No. of Trees = 33
Sizuson Avenue ¹ (SF service panels)	La Cienega Bi to La Tijera Bi	673 A8 - 673 B6	Paved Area = 4,450 SF Planted Area = 8,600 SF No. of Trees = 44
Siauson Avenue ² (center median)	La Cienega Bl to La Tijera Bl	673 A6 - 673 B6	Paved Area = 3,150 SF Planted Area = 3,550 SF No. of Trees = 12
Slauson Avenue ² (center median)	Heatherdale Dr to E/o Overhill Dr	673 C6 -	Paved Area = 1,700 SF Planted Area = 875 SF

¹ modification of existing service panel due to an upgrade to the landscape

PROJECT NAME	MED AN	LANDSC	APE MAINTENAI	NCE MD-	-3 (W	FST)	PROJECT RMD32	T 1.3. No. 245012
PROJECT ENGINEER	J YOU		LOS ANGELES COUNTY DEP O ROAD MAINTENANCE DIVISION	F PUBLIC WORKS	1.3.	FILENAME REVUS	SCALE NONE	SHEET 1 UP 1

² additional median - not in current contract

SLAUSON AVENUE NF SERVICE PANELS MAINTENANCE - WEST (REV03) FROM SHENANDOAH AVENUE TO CORNING AVENUE* (SUPPLEMENTAL INFORMATION - page 1 of 5)

MED SEG	1 1 (84) 1%	TOTAL AREA (SF)	PAVED AREA (SF)	PAVED TYPE	PLANTED AREA (SF)	PLANTED TYPE	NO. OF TREES
1	EAST OF SHENANDOAH AV	50	. 0	CONCRETE	50	SHRUBS	0
2	SHENANDOAH AV / SHERBORNE DR	10,150	1,800	CONCRETE / ROCK VENEER	8,350	PLANTS / SHRUBS	10
3	SHERBORNE DR / CORNING AV	10,600	6,750	CONCRETE / ROCK VENEER	3,850	PLANTS / SHRUBS	23
L		20,800	8,550		12,250		33

^{*} modification of existing service panel due to an upgrade to the landscape

SLAUSON AVENUE SF SERVICE PANELS MAINTENANCE - WEST (REV03) FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD* (SUPPLEMENTAL INFORMATION - page 2 of 5)

MED SEG	LEMITS	TOTAL AREA (SF)	PAVED AREA (SF)	PAVED TYPE	PLANTED AREA (SF)	PLANTED TYPE	NO. OF TREES
1	LA CIENEGA BL / KINGS RD	5,660	2,350	CONCRETE / ROCK VENEER	3,300	PLANTS / SHRUBS	24
2	KINGS RD / LA TIJERA BL	7 400	2,100	CONCRETE / ROCK VENEER	5,300	PLANTS / SHRUBS	20
· · · · ·		13,050	4,450		8,600		44

^{*} modification of existing service panel due to an upgrade to the landscape

SLAUSON AVENUE CENTER MEDIAN MAINTENANCE - WEST (REV03)

FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD*

(SUPPLEMENTAL INFORMATION - page 3 of 5)

MED: SEG	LIMITS	TOTAL AREA (SF)	PAVED AREA (SF)	PAVED TYPE	PLANTED AREA (SF)	PLANTED TYPE	NO. OF TREES
1	LA CIENEGA BL / KINGS RD	4,750	2,200	CONCRETE / ROCK VENEER	2,550	PLANTS / SHRUBS	5
2	KINGS RD/LA TIJERA BL	1,950	950	CONCRETE / ROCK VENEER	1,000	PLANTS / SHRUBS	7
		6,700	3,150		3,550		12

^{*} additional median - not in current contract

SLAUSON AVENUE CENTER MEDIAN MAINTENANCE - WEST (REV03) FROM HEATHERDALE DRIVE TO EAST OF OVERHILL DRIVE*

(SUPPLEMENTAL INFORMATION - page 4 of 5)

MED SEG	LIMITS	TOTAL AREA (SF)	PAVED AREA (SF)	PAVED TYPE	PLANTED AREA (SF)	PLANTED TYPE	NO. OF TREES
1	HEATHERDALE DR / OVERHILL DR	1,300	850	CONCRETE / ROCK VENEER	450	SHRUBS	0
2	OVERHILL DR / E/O OVERHILL DR	1,275	850	CONCRETE / ROCK VENEER	425	SHRUBS	0
		2,575	1,700		B75		a

^{*} additional median - not in current contract

MEDIAN LANDSCAPE MAINTENANCE MD3 - WEST (REV04)

LOCATION	LIMITS	<u>T.G.</u>	DESCRIPTION
Stocker Street ¹ (center median)	Overhill Dr to Don Felipe Dr	673 C4 - 673 E3	Paved Area = 40,460 SF Planted Area = 20,400 SF No. of Trees = 67

¹ modification of existing median due to an upgrade to the landscape

PROJECT MEDIAN LANDS	MAPE MAINTENANCE MD	-3 (WES ⁻)	PROJECT RMD32	
PROJECT J. YOUNG C 464-51		T.G. FILENAME REVO4	SCALE NONE	5-EET 1 OF 1

STOCKER STREET MEDIAN - WEST (REV04) FROM OVERHILL DRIVE TO DON FELIPE DRIVE (SUPPLEMENTAL INFORMATION - page 5 of 5)

MED SEG	LIMITS	TOTAL AREA (SF)	PAVED AREA (SF)	PAVED TYPE	PLANTED AREA (SF)	PLANTED TYPE	NO. OF TREES
ŧ	OVERHILL DR / DON LORENZO DR	15,000	10,500	STAMPED / COLORED CONCRETE	4,500	PLANTS / SHRUBS	14
2	DON LORENZO DR / DON MIGUEL DR	19,000	12,800	STAMPED / COLORED CONCRETE	6,200	PLANTS / SHRUBS	23
3	DON MIGUEL DR / VALLEY RIDGE AV	7,900	5, 40 D	STAMPED / COLORED CONGRETE	2,500	PLANTS / SHRUBS	7
4	VALLEY RIDGE AV / PRESIDIO DR	17,600	11,200	STAMPED / COLORED CONCRETE	6,400	PLANTS / SHRUBS	22
5	PRESIDIO DR / DON FELIPE DR	1,350	550	STAMPED / COLORED CONCRETE	800	PLANTS / SHRUBS	1
		60,850	40,450		20,400		67

Note: Modification of existing median due to an upgrade to the landscape

SCHEDULE OF PRICES

FOR

MD-3 (WEST AREA) LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Contractor is herewith submitting the following prices for the performance of the work as described in these Specifications. The Contractor shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

SLAUSON AVENUE NF FROM SHENANDOAH AVENUE TO CORNING AVENUE

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	0.5	12	\$ 15.00	\$ <u>180-00</u>
2.	All Management and Supervision	0.5	0.5	12	\$ <u>15.00</u>	\$ 180-00
3.	Mowing a. Warm Season April through November	NA	NA	NA	\$ <u>NA</u>	\$NA
	b. Cool Season December through March	NA	NA	NA	\$NA	\$_NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	\$ <u>NA</u>	S <u>NA</u>
	b. Groundcover	NA_	NA	<u>NA</u>	\$ <u>. NA</u>	\$ <u>NA</u>
5.	Weed Removal					
	Walks, Beds, Planters, and Groundcover Hardscape	1.5	1.5	52	\$ 45.00	\$ <u>24340.00</u>
	b. Bare Areas	0.5	0.5		\$ 15:00	\$ 180.00
	c. Undeveloped Areas	NA_	NA	NA	\$NA	\$NA

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	1.5	1.5	52	\$ 45.00	\$ <u>2,340.0</u> 0
7.	Raking					
	a. Turf Under Trees	NA	NA	<u>NA</u>	\$NA	\$ <u>NA</u>
	b. Planter Beds and Planters	1,5	1.5	6	\$ <u>45.00</u>	\$ 270.00
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1.5	1.5	12	\$ 45.00	s 540.00
	b. Shrub Safety Clearance / Shrub Pruning	1.5	1.5	12	s_45.00	\$ 540.00
	c. Hedge Shaping / Trimming	NA	NA	NA	\$NA	\$NA
	d. Groundcover Thinning	NA	NA	NA	\$NA	\$NA
	e. Turf Reseeding	NA	<u>NA</u>	NA	s <u>NA</u>	\$ <u>NA</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	0.5	52	\$ 15.00	\$ <u>780.00</u>
10.	Aerification	_NA	_NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	1	_1	2	\$ 30.00	\$ 60.00
12.	Turf and Plant Fertilization	1_		2	s 30.00	\$_60.00

IŢEM	ITEM DESCRIPTION	MINIUMUM Hours Per Frequency	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways,					
	Stream Beds – with systematic herbicides	1.5	<u>1.5</u>	_12	\$ 45.00	\$ 540.00
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and					
	security, more often if necessary	1_		12	\$ 45,00	\$ 540.00
	Operate, Control, and Make Adjustments, more often if necessary	1_		12	\$ <u>45.00</u>	\$ <u>540.00</u>

\$ 9,630.00

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL
14.	Irrigation / Watering – Automatic (continued) c. Repair, Replace, Relocate Sprinkler					
	Heads, Repair Lines, more often if necessary	1	_1	12	s_45.00	\$ <u>540.00</u>
	d. Manual Watering of Turf and Shrubs	NA	NA	<u>NA</u>	\$ <u>NA</u>	\$NA

LEGAL NAME OF CONTRACTOR	A General Parteership	
Try Green Lary Core	SOBNIT PROPOSAL	David Evans
	LICENSE NUMBER 77548	C27. (61/049
PROPOSER'S ADDRESS:		47 E-Mar.
PHONE 310) 354-1520	310) 323-4780	Parc_Evans @ Landlage, Com

TOTAL ANNUAL COST - SLAUSON AVENUE NF FROM SHENANDOAH AVENUE TO CORNING AVENUE

SCHEDULE OF PRICES

FOR

MD-3 (WEST AREA) LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Contractor is herewith submitting the following prices for the performance of the work as described in these Specifications. The Contractor shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

SLAUSON AVENUE SF FROM LA CIENEGA BOULEVARDVD TO LA TIJERA BOULEVARD

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site inspection and Reporting per Requirements	0.5	0.5	12	\$ 15:00	\$ <u>180.00</u>
2.	All Management and Supervision		D.5	12	\$ 15.00	8 180.00
3.	a. Warm Season April through November b. Cool Season December through March	NA	NA	NA	\$ <u>NA</u> \$ <u>NA</u>	\$_NA \$_NA
4.	Mechanical Edging a. Turf Areas	NA	NA	NA	\$NA	\$NA
	b. Groundcover	_NA	_NA	NA	\$ <u>NA</u>	\$NA
5.	Weed Removal a. Walks, Beds, Planters, and Groundcover Hardscape	1,5	i,5_	52	\$ 45.00	\$ <u>2,340.00</u>
	b. Bare Areas	0.5	0.5	12	\$ 15.00	\$ 180.00
	c. Undeveloped Areas	_NA	NA	NA_	\$ NA	\$ <u>NA</u>

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	1.5	1.5	52	\$ <u>45.00</u>	\$ <u>2,340.00</u>
7.	Raking			:		
	a. Turf Under Trees	NA	NA	<u> NA</u>	\$NA	\$ <u>NA</u>
	b. Planter Beds and Planters	1.5	1.5	6	s_45.00	\$ 270.00
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1.5	1.5	12	\$ <u>45.00</u>	\$ 540.00
	b. Shrub Safety Clearance / Shrub Pruning	1.5	1.5	12	\$ 45.00	s_540.00
	c. Hedge Shaping / Trimming	<u>NA</u>	NA	NA	\$ <u>NA</u>	s <u>NA</u>
	d. Groundcover Thinning	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
	e. Turf Reseeding	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps		0,5	_52	\$ 16.00	s <u>780.00</u>
10.	Aerification	NA	_ NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	1_	_1	2	\$_30.00	\$ 60.00
12.	Turf and Plant Fertilization	1_	1	2	\$ 30,00	\$ 60.00

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL CÓST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways,					
	Stream Beds – with systematic herbicides	1.5	<u> .5</u>	12	\$ <u>45.00</u>	\$ <u>540.00</u>
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for					
	safety and security, more often if necessary b. Inspect, Operate,	1		12	s <u>45.00</u>	\$ 540.00
	Control, and Make Adjustments, more often if necessary	1	1	12	\$ <u>45.00</u>	\$_540.00

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued) c. Repair, Replace, Relocate Sprinkler Heads, Repair					
	Lines, more often if necessary	1	<u>i</u>	12	\$ <u>45.00</u>	\$ 540-00
	d. Manual Watering of Turf and Shrubs	_NA	NA	NA	\$ <u>NA</u>	\$NA

TOTAL ANNUAL COST - SLAUSON AVENUE SF FROM LA CIENEGA \$ 9,630.00 BOULEVARD TO LA TIJERA BOULEVARD

LEGAL NAME OF CONTRACTOR	A General Partnership	
SIGNATORE OF PERION AUTHORIZED TO	30DM1110100 =	d Evans
TITLE OF AUTHORIZED PERSON		
Operations Mana	STATE CONTRACTOR'S	LICENSE TYPE
6/23/09	LICENSE NUMBER 77548	(27, C61/049
PROPOSER'S ADDRESS:	_	_
1323 W. 1	30th st. Gardena, C	A 90247 E-MAIL
PHONE (310) 354-1520	(310) 323-4780	Dave_Evans @Landlase, com

SCHEDULE OF PRICES

FOR

MD-3 (WEST AREA) LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Contractor is herewith submitting the following prices for the performance of the work as described in these Specifications. The Contractor shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

SLAUSON AVENUE (MEDIAN) FROM LA CIENEGA BLVD TO LA TIJERA BLVD

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	0.5	12	\$_15.00	\$ 130.00
2.	All Management and Supervision	0.5	0.5	12	\$ 15.00	\$ 180.00
3.	Mowing					
	a. Warm Season April through November	NA	<u>NA</u>	NA	\$_NA	\$ <u>NA</u>
	b. Cool Season December through March	<u>NA</u>	NA	NA	\$_NA	\$_NA
4.	Mechanical Edging					1
	a. Turf Areas	NA	NA	NA	\$ NA	S <u>NA</u>
	b. Groundcover	<u>NA</u>	NA	NA	\$ <u>NA</u>	\$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	0.5	52	s_15.00_	\$ 780.00
	b. Bare Areas	0.5	0.5	12	s_15,00	\$ 180.00
	c. Undeveloped Areas	NA	NA.	NA	\$ NA	\$ NA

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	0.5	0.5	52	\$ 15.00	s 780.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	\$ <u>NA</u>	\$NA
	b. Planter Beds and Planters	0.5	6.5	6	\$ 15.00	\$_90.00_
8.	Clearance Pruning/Hedge TrimmIng					
	a. Tree Safety Clearance/Tree Pruning	1_	1	12	\$_30.00	\$ 360.00
	b. Shrub Safety Clearance / Shrub Pruning	0.5	0.5	12	\$_15.00	\$ 180.00
	c. Hedge Shaping / Trimming	NA	_NA_	NA	\$ <u>NA</u>	\$ <u>NA</u>
	d. Groundcover Thinning	NA	_NA_	NA	\$ <u>NA</u>	\$ <u>NA</u>
	e. Turf Reseeding	<u>NA</u>	NA	_NA	\$ <u>NA</u>	\$ <u>NA</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	0.5	52	\$ 15.00	\$ 780.00
10.	Aerification	_NA	_NA	NA	\$NA	\$NA
11	Rodent Control	0.5	0.5	2	\$ 15.00	\$ 30.00
12.	Turf and Plant Fertilization	0.5	0.5	2	\$ <u>15.00</u>	\$ 30.00

ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways,					
with systematic herbicides	0.5	05	12	\$_15	\$ \80.00
Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for					
security, more often if necessary b. Inspect,	0.5	0.5	12	\$ 22.50	\$ 270.00
Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	12	\$ 22.50	\$ 270.0 <u>0</u>
	Chemical Application a. Turf – detailing general turf areas with systemic herbicides b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary b. Inspect, Operate, Control, and Make Adjustments, more often if	Chemical Application a. Turf detailing general turf areas with systemic herbicides b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds with systematic herbicides Irrigation / Watering Automatic a. Valve Box Integrity replace covers, check for safety and security, more often if necessary b. Inspect, Coperate, Control, and Make Adjustments, more often if	Chemical Application a. Turf – detailing general turf areas with systemic herbicides b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary b. Inspect, Operate, Control, and Make Adjustments, more often if	Trigation / Watering – Autometic herbicides Irrigation / Watering – Autometic herbicides Irrigation / Watering – Autometic for safety and security, more often if necessary b. Inspect, Coperate, Control, and Make Adjustments, more often if necessary more often if necessary more often if more o	Trem Description Trem Descrip

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued) c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary d. Manual Watering of	0.5	<u>0.5</u>	12	\$ 22. <i>50</i>	\$ <u>270.00</u>
	Turf and Shrubs	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>

TOTAL ANNUAL COST - SLAUSON AVENUE (MEDIAN) FROM LA	\$ 4,560.00
CIENEGA BLYD TO LA TIJERA BLYD	

LEGAL NAME OF CONTRACTOR	A (0 0 1 P alacasis	
Trubreen Landla	se, A General Partners	7,8
SHOWATURE OF PERSONALITHORIZED TO SUR	David Eu	ans
THE CAT AUTHORIZED PERSON		!
Oferations Manager	STATE CONTRACTOR'S	LICENSE TYPE
6/23/09	LICENSE NUMBER 77548	C27, C61/D49
PROPOSER'S ADDRESS:		
1323 W. 130th 5	st. Gardena, CA	90247
(310) 354-1520	(310) 323-4780	Dave_Evans @Landcare, com

SCHEDULE OF PRICES

FOR

MD-3 (WEST AREA) LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Contractor is herewith submitting the following prices for the performance of the work as described in these Specifications. The Contractor shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

SLAUSON AVENUE (MEDIAN) FROM HEATHERDALE DRIVE TO E/O OVERHILL DRIVE

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	0.5	12	\$ 15.00	s_\80-00
2.	All Management and Supervision	0.5	0.5	12	\$ 15.00	s_180.00
3.	Mowing a. Warm Season April through November	NA	NA .	NA	\$_NA	S NA
	b. Cool Season December through March	NA	NA	NA	\$_NA	S_NA
4.	Mechanical Edging					
	a. Turf Areas	_NA_	<u>NA</u>	NA	\$ <u>NA</u>	\$ <u>NA</u>
	b. Groundcover	_NA_	NA	NA	\$NA	\$ <u>NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	0.5	52	\$ <u>15.00</u>	s_780.00
	b. Bare Areas	0.5	0.5	12	\$ 15.00	s_ <u>780.00</u>
	c. Undeveloped Areas	NA	NA	NA.	\$ NA	\$ <u>NA</u>

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	0.5	0.5	52	\$_1 <i>5.00</i> _	\$ 780-00
7.	Raking					
	a. Turf Under Trees	NA	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Planter Beds and Planters	0.6	0.5	6	\$ 15.00	\$_90.00
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Shrub Safety Clearance / Shrub Pruning	0.5	0.5	12	\$ 15.00	\$ 180.00
	c. Hedge Shaping / Trimming	NA	NA	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	d. Groundcover Thinning	NA_	NA	<u>NA</u>	sNA	s <u>NA</u>
	e. Turf Reseeding	<u>NA</u>	_NA	NA	\$ <u>NA</u>	SNA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	0.5	52	\$ 15.00	s 780:00
10.	Aerification	NA	NA	_NA	\$ <u>NA</u>	S <u>NA</u>
11.	Rodent Control	0.5	0.5	2	\$ 15.00	\$_30.00
12.	Turf and Plant Fertilization	0.5	0.5	2	s_1500	\$ 30.00

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	_NA	<u>NA</u>	NA_	\$NA	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways,					
	Stream Beds – with systematic herbicides	0.5	<u>05</u>	12	<u>s_15</u>	s 180.00
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and					
	security, more often if necessary b. Inspect,	0.5	0.5	12	\$ 22.50	s 270.00
 	Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	12	\$ 7250	s 270.00

\$ 4,200.00

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering — Automatic (continued) c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more					
	often if necessary	0.5	0.5	12	\$ 2250	\$ 270.00
	d. Manual Watering of Turf and Shrubs	NA	<u>NA</u>	NA	\$ <u>NA</u>	\$ <u>NA</u>

LEGAL NAME OF CONTRACTOR		
Trubreen Land	are, A General Partnership	ρ
1 11 bek	David Evans	\$
Oferations Man	ages	There is the
6/23/09	LICENSE NUMBER 77548	C27, C61/D49
1323 W- 130	ith St. Cardena, CA	90247
(310) 354-1520	(310) 323-4780	Dave_Evans @landcate.com

TOTAL ANNUAL COST - SLAUSON AVENUE (MEDIAN) FROM HEATHERDALE DRIVE TO E/O OVERHILL DRIVE

SCHEDULE OF PRICES

FOR

MD-3 (WEST AREA) LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Contractor is herewith submitting the following prices for the performance of the work as described in these Specifications. The Contractor shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

STOCKER STREET FROM OVERHILL DRIVE TO DON FELIPE DRIVE

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1	All Site Inspection and Reporting per Requirements	0.5	<u>as</u>	12	\$ <u>15.00</u>	\$ 180.00
2.	All Management and Supervision	0.5	25	12	\$ 15.00	\$ 180.00
3.	Mowing a. Warm Season					
	April through November	NA	NA	_NA	\$ <u>NA</u>	\$ <u>NA</u>
	b. Cool Season December through March	NA	NA	<u>NA</u>	\$ <u>NA</u>	\$_NA
4.	Mechanical Edging					
	a. Turf Areas	_NA	NA	NA	\$ <u>NA</u>	\$NA
	b. Groundcover	NA	NA	NA	\$ <u>NA</u>	\$NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1.5	1.5	52	s 45.00	\$ <u>2,3400</u>
	b. Bare Areas	0.5	0.5	12	\$ 15.00	\$ 180.00
	c. Undeveloped Areas	NA	NA	NA	\$ NA	\$ NA

ITEM	THEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	1		52	s_30-00	\$ <u>1,560.00</u>
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	\$ <u>NA</u>	\$ <u>NA</u>
	b. Planter Beds and Planters	_1	1	6	s <u>30-00</u>	\$ <u>180-00</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1.5	1.5	12	s_45.00	\$ 540.00
	b. Shrub Safety Clearance / Shrub Pruning	1.5	1.5	12	\$ 45.00	s 540 00
	c. Hedge Shaping / Trimming	_NA	NA	_NA	\$NA	\$ <u>NA</u>
	d. Groundcover Thinning	<u>NA</u>	NA	NA	\$ <u>NA</u>	\$NA
	e. Turf Reseeding	NA	NA	<u>NA</u>	\$ <u>NA</u>	\$NA
9,	Sweeping – Hard Surfaces, Walks, and Steps	1	_1_	52	s_30.00	\$ <u>1,560.00</u>
10.	Aerification	_NA	NA	_NA	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	1	_1	2	\$ 30.00	\$ 60.00
12.	Turf and Plant Fertilization	1	_1	2	\$ 30.00	\$ <u>60.00</u>

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	\$NA	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds —					
	with systematic herbicides	1.5	1,5	12	\$ <u>45.00</u>	\$ 540.00
14.	Irrigation / Watering — Automatic a. Valve Box Integrity — replace covers, check for safety and					
	security, more often if necessary b. Inspect,	1		12	\$ <u>45.00</u>	\$ 540.00
	Operate, Control, and Make Adjustments, more often if necessary	1	<u>i</u>	12	\$ 45.00	\$ <u>540.00</u>

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS:PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering — Automatic (continued) c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary d. Manual Watering of Turf and Shrubs	1NA	NA	12 NA	\$ 45.00	\$_540.00

TOTAL ANNUAL COST - STOCKER STREET FROM OVERHILL DRIVE	0.0.5
TO DON FELIPE DRIVE	\$ 4,540.00

LEGAL NAME OF CONTRACTOR		
Try Green Land Care SUBMITTED TO SUBMIT	, A General Partners	hip
61 124	_	David Evans
Oferations Manage		
		LICENSE LYPE
6/23/09	LICENSE NUMBER 774548	C27, D49, C61
PROPOSER'S ADDRESS:		
1323 W. 130th St.	Gardena CA 90	0247
PHONE COLLARS TO COLLA		,
(310) 354-1520	(310) 323-4780	Dave_Evans @Landcase. Com

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE AN

LANDSCAPE AND SLOPE MAINTENANCE SERVICE FOR MD3 WEST MEDIANS

PROPOSER: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

(LIST EACH EMPLOYEE SEPARATELY) Landscape Maintenance Supervisor Landscape Maintenance Worker Landscape Maintenance Worker	ŀ										
Landscape Maintenance Supervisor Landscape Maintenance Worker Landscape Maintenance Worker	SGN	MON	TUE.	WED	ᆵ	<u> </u>	SAT	PER WEEK	HOURS	WAGE RATE**	COST
Landscape Maintenance Worker Landscape Maintenance Worker		8	8	æ	8	8		40	2,080	11.84	\$ 24,627.20
Landscape Maintenance Worker		8	8	8	8	8		40	2,080	11.84	\$ 24,627.20
		8	8	۵	8	80		40	2,080	11.84	\$ 24,627.20
											\$
											\$
											\$
											\$
											\$
											69
											\$
Comments/Notes:									To	Total Annual Salaries	\$ 73,881.60
				Ĭ	1) Vaca	ions, S	ck Leav	(1) Vacations, Sick Leave, Holiday			\$ 2,389.48
				J	(2) Health Insurance ***	h Insure	# egu				1,872.31
					3) Payro	∦ Taxe	& Wor	(3) Payroll Taxes & Workers' Compensation	ion		\$ 34,393.29
				Ĭ	(4) Welfare and Pension	re and	Pension				\$ 3,153.49
								Total Ann	ual Employee	Total Annual Employee Benefits (1+2+3+4)	\$ 41,808.56
				Ť	(5) Equipment Costs	ment C	osts				\$ 34,040.08
				Ť	(6) Service and Supply Costs	ce and	Supply (Costs			\$ 28,507.67
					7) Gene	ral and	Adminis	(7) General and Administrative Costs			\$ 8,369.83
				Ŭ	(8) Profit						\$ 13,820.26
								То	tal Annual Oth	Total Annual Other Costs (5+6+7+8)	\$ 84,737.84
									TOT	TOTAL ANNUAL PRICE	\$ 200,428.00

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

The above information was complied from regards that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Iru Green Land Care Dand Evans Land &

Date

[&]quot; Living wage rate shall be at least \$11.84 per hour.

payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape *** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County. Prices, shall prevail.

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or

is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision:

- 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
- 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
- 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

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